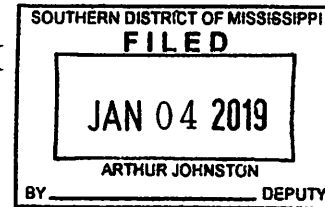


**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**



DOUGLAS HANDSHOE

v.

CIVIL ACTION NO. 1:15cv382-HSO-JCG

**VAUGHN PERRET, CHARLES LEARY &
DANIEL ABEL, D/B/A/ TROUT POINT
LODGE LTD OF NOVA SCOTIA & IN
THEIR INDIVIIDUAL CAPACITIES
PROGRESS MEDIA GROUP LIMITED,
MARILYN SMULDERS, & ASHOKA**

DECLARATION OF DOUGLAS HANDSHOE

I Douglas Handshoe, declare the following to be true and correct, and if called as a witness, I could competently testify to the matters hereinafter set forth which are within my personal knowledge. Under penalty of perjury I, swear and affirm the following:

CASE SUMMARY

I am the Plaintiff / Counter defendant in this matter. This is a case about the misuse of the United States copyright laws as one of many tactics in a campaign of libel terrorism and related Canadian smear campaigns directed towards Plaintiff and Plaintiff's lawyers in Mississippi and Louisiana from Canada, a country without the Free Speech and procedural due process protections contained in the United States Constitution, in an attempt to suppress truthful reporting on matters

in the public court record involving a massive political corruption scandal, resulting criminal investigation, conviction and incarceration of former Jefferson Parish President Aaron Broussard. In one of many such corrupt self-enrichment schemes perpetrated by Broussard, he used his Canadian property holdings managed by his unindicted criminal co-conspirators, Charles Leary, Vaughn Perret and Daniel Abel, to perpetrate bribery and money laundering schemes involving politically connected individuals that did substantial business with the Parish of Jefferson, Louisiana. Abel, Leary and Perret solicited and subsequently were joined in their campaign of libel terrorism by defendants Progress Media Group Limited of Nova Scotia and Marilyn Smulders who were duped into believing that a homophobic Mississippi blogger was picking on them. Progress Media Group, Ltd and Smulders made, via counsel, knowing material misrepresentations in the submission of a DMCA takedown notice dated December 13, 2012 to New Dream Networks on December 14, 2012 which claimed copyright infringement. Progress Media Group and Smulders wholly failed to discharge their affirmative duties under the United States Copyright Laws.

DECLARATION OF FACTS AND EVIDENCE SUPPORTING JUDGMENT

1. That at all times salient in 2011 and 2012, the URI <http://www.slabbed.org> was registered in my personal name in a pre-formation act involved with the formation of Slabbed New Media, LLC.

2. At all times salient from April 2011 to date, I am the owner and publisher of Slabbed New Media, LLC, which owned the creative content located at the URI <http://www.slabbed.org> .
3. On September 18, 2012 in the normal course of business I authored and digitally published, “Dirty deeds done dirt cheap: Slabbed explores the genesis of the Trout Point Development and certain land sales to Aaron Broussard and his cronies” to the Slabbed website in a post located at the URI <http://slabbed.org/2012/09/18/dirty-deeds-done-dirt-cheap-slabbed-explores-the-genesis-of-the-trout-point-development-and-certain-land-sales-to-aaron-broussard-and-his-cronies/>. A copy of this posting is attached as Exhibit 1 to this Declaration.
4. On October 5, 2012 in the normal course of business I authored and digitally published, “Civil District Court lawsuit filed by Concrete Busters against River Birch terms Trout Point Lodge Ltd. of Nova Scotia a “shell company”” to the Slabbed website in a post located at the URI <http://slabbed.org/2012/10/05/civil-district-court-lawsuit-filed-by-concrete-busters-against-river-birch-terms-trout-point-lodge-ltd-of-nova-scotia-a-shell-company/>. A copy of this posting is attached as Exhibit 2 to this Declaration.

5. In both publications, I used a scaled down version of the photograph of Trout Point Lodge owners Vaughn Perret, Charles Leary and Daniel Abel that was contained in the promotional story, “New World Creole” published by Progress Media Group Limited in September 2006 for their Winter, 2006 issue. A copy of the promotional story, written by Marilyn Smulders with photo by Wayne Barrett is attached as Exhibit 3 to this Declaration.
6. A reader of the website emailed a pdf of the entire issue to the Slabbed New Media publisher’s email account in early 2012. The reader indicated the publication was distributed to the public free of charge. I confirmed this by visiting the Progress Media Group website located at <http://www.progressmedia.ca/subscribe>. A copy of this webpage, as captured on September 10, 2012 by the Internet Wayback Machine located at <http://www.archive.org> is attached as Exhibit 4 to this Declaration.
7. At all times salient from 2006 to the dates of publication the photograph used in the publications detailed in items 3 and 4 above to August 22, 2013, neither Smulders or Progress Media Group, Ltd took any steps to register the creative work with the Canadian Copyright office. I determined Progress Media Group Limited has no registered copyrights whatsoever nor does it appear as an assignor. I also determined that Marilyn Smulders also has no registered copyrights whatsoever but does appear as Author of the

photograph in question, as listed by Trout Point Lodge, Limited on their registration application on August 22, 2013. These Canadian Copyright Register search results, a) Marilyn Smulders in Author Name, b) Marilyn Smulders as Owner/Assignee, c) Progress Media Group as Owner/Assignee and d) Progress Media as Assignor are attached as Exhibit 5 to this Declaration.

8. On December 14, 2012, Marina Rathbun emailed a letter dated December 13, 2012 to New Dream Network written by Bruce McLaughlin, agent for Smulders and Progress Media Group demanding the removal of the scaled photograph taken by Wayne Barret in 2006 that was used in "New World Creole" published by Progress Media Group Limited in September 2006 for their Winter, 2006 issue. The DMCA Takedown Notice dated December 13, 2012 and related email from Rathbun to New Dream Networks is attached as Exhibit 6.
9. On December 18, 2012 at 6:26PM, New Dream Network notified Publisher Handshoe of the McLaughlin DMCA Takedown Notice and requested the disputed material be disabled/removed from publication. On or about that date the disputed material was removed from publication. This email is attached as Exhibit 7.

10. On December 20, 2012, I submitted a Counter notification to the December 13, 2012 Takedown Notice to New Dream Network. It is attached as Exhibit 8.

11. On December 19, 2012 at 2:07PM local time New Dream Network, referring to the Smulders/Progress Media Group takedown notice and Counter notification wrote the following in an email exchange with Attorney Bobby Truitt who contacted New Dream network on Handshoe's behalf. (Page 2 of 2):

We are aware slabbed.org and it's critical speech are under attack by spurious actors using out of jurisdiction court orders and **misusing intellectual property law** in trying to get the site offline. We have silently to you pushed back against several such attempts in our commitment to the laws of the United States and the freedom of speech they afford. (Emphasis added)

This email exchange is attached as Exhibit 9.

12. On January 5, 2013, after the elapse of 14 plus days, I restored the misidentified material to the Slabbed website. I swear and affirm that neither Progress Media Group nor Marilyn Smulders took any further action with respect to their misrepresented Takedown Notice.

13. Smulders and Progress Media Group, Ltd were served with both the original and amended complaints and chose not to respond or otherwise defend. The

Court Clerk entered default on August 15, 2017 (*See* ECF #150). Smulders and Progress Media Group are deemed to have admitted the following:

- a. The Slabbed New Media, LLC posts are a self-evident non-infringing fair use under 17 U.S.C. § 107.
 - b. That Smulders and Progress Media Group had actual subjective knowledge of the contents of the Slabbed New Media, LLC post and that it did not infringe any Progress Media Group Ltd. or Marilyn Smulders copyrights on the date they sent New Dream Network the takedown notice.
 - c. That Smulders and Progress Media Group, Ltd. acted in bad faith when they sent the takedown notice, knowingly and materially misrepresenting that they had concluded that the two postings of which they complained were infringing.
14. I swear and affirm my damages consists of the time spent corresponding with Counsel, time spent responding to the misrepresented takedown notice and damage to my free speech rights through the misuse of the United States Copyright laws. I seek the nominal sum of One Dollar (\$1.00) to compensate me for the time spent, reputation loss and for harm to my first amendment rights.

As previously listed herein , I have attached the following Exhibits:

- a. Exhibit 1 - Slabbed New Media posting titled "Dirty deeds done dirt cheap: Slabbed explores the genesis of the Trout Point Development and certain land sales to Aaron Broussard and his cronies".
- b. Exhibit 2 – Slabbed New Media posting titled "Civil District Court lawsuit filed by Concrete Busters against River Birch terms Trout Point Lodge Ltd. of Nova Scotia a "shell company""
- c. Exhibit 3 - "New World Creole" published by Progress Media Group Limited in their Winter 2006 issue.
- d. Exhibit 4 – September 10, 2012 capture of the webpage located at URI <http://www.progressmedia.ca/subscribe>
- e. Exhibit 5 – Canadian copyright register search results: a) Marilyn Smulders in Author Name, b) Marilyn Smulders as Owner/Assignee, c) Progress Media Group as Onwer/Assignee and d) Progress Media as Assignor.
- f. Exhibit 6 – Email dated December 14, 2012 and Takedown Notice dated December 13, 2012 to New Dream Network by McLaughlin.
- g. Exhibit 7 - December 18, 2012, 6:26PM, New Dream Network email to Handshoe re: McLaughlin DMCA Takedown Notice.
- h. Exhibit 8 – Handshoe Counter notification to McLaughlin Takedown Notice dated December 19, 2012.
- i. Exhibit 9 – Email to Attorney Truitt by New Dream Network dated December 19, 2012.

I swear and affirm I have examined the Exhibit 1 through 9 and they are true and correct.

So certified this the 4th day of January, 2019,




Douglas Handshoe
Post Office Box 788
110 Hall Street
Wiggins, MS 39577
(601) 928-5380
earning04@gmail.com

CERTIFICATE OF SERVICE

I, Douglas Handshoe, hereby certify that on January 4, 2019 the foregoing was sent for electronically filing by me via the Clerk of the Court using the ECF system which sent notification to all counsel of record upon filing by the Clerk.

I, Douglas Handshoe, hereby certify that on January 4, 2019, I mailed the foregoing to Charles Leary at 308 5th Ave E, Vancouver, BC V5T 1H4 Canada

Respectfully submitted this 4th day of January, 2019,



Douglas Handshoe
Post Office Box 788
110 Hall Street
Wiggins, MS 39577
(601) 928-5380
earning04@gmail.com